

TOWN OF GILL

M A S S A C H U S E T T S



www.gillmass.org

SELECTBOARD MEETING MINUTES

September 5, 2018

Called to Order: The meeting was called to order at 5:30 PM.

Members Present: John Ward, Greg Snedeker, and Randy Crochier Members Absent: None
Others Present: Ray Purington, Administrative Assistant; Janet Masucci, Gene Beaubien, and Bill Tomb

Town Hall Basement/Assessors' Office: Bill Tomb, Chair of the Board of Assessors, met with the Selectboard to provide an update on the project to deal with persistent seepage of groundwater into the Town Hall basement. He also referenced an 8/23/18 memo from the Board of Assessors to the Selectboard. Tomb recommended moving the Assessors' Office to the 1st floor or another location (perhaps the Riverside Building) until the water problem is corrected. According to Tomb, the problem has been tolerated for long enough, and some sort of action is needed.

Tomb explained the infiltration was reduced by cleaning out the perimeter drains where they enter a catch basin on the Town Common. However, the abundance of rain in August has brought groundwater back into the basement again. The Highway Superintendent will be asked to provide to locations of the drainage system serving Town Hall, and to verify the storm drains and outlets are clear.

The original proposal for addressing the water was a commercial grade dehumidifier in conjunction with an internal, concealed gutter leading to sump pump. Tomb suggested the better solution is to prevent the water from ever coming into the basement. At Randy's suggestion, Shawn Kimberley, who is a civil engineer as well as Colrain's building inspector, will be asked evaluate the situation and give options. Tomb left the meeting at 5:50 PM.

There was a brief discussion about creating office space on the 2nd floor using cubicle panels. The idea was not favored, due to the importance of having the Assessors' computer in a locked office. Randy suggested the office used by the Board of Health might be a possibility, and the idea will be referred to the Board of Assessors and Board of Health for further consideration.

EMPG Application: Emergency Management Director Gene Beaubien met with the Selectboard to discuss this year's application for a \$2,460 Emergency Management Preparedness Grant. The same amount was received last year and was used toward the CodeRed notification system and the door locks for the Fire Station. Beaubien recommended this year's grant be used again for CodeRed and for three or four Minitor VI pagers. John made a motion, seconded by Randy, to authorize an EMPG application for CodeRed and pagers. The vote was unanimous in the affirmative.

Old Cruisers for Training: By consensus the Selectboard approved a request from the Fire Department to use the two surplus police cruisers (2004 Explorer and 2005 Crown Vic) for training on the Jaws of Life rescue apparatus. Once the training is complete, the vehicles will go to the scrapyard.

New Rescue Truck: Ray reported the new rescue truck has been picked up in Jackson Center, PA by the hauler and is en route to Franklin County. It will be delivered in Gill tomorrow, September 6th. Beaubien left the meeting at 6:03 PM

Review of Minutes: Randy made a motion, seconded by John, to approve the minutes of 8/20/18. The motion was approved by unanimous vote. John made a motion, seconded by Greg, to approve the minutes of 8/23/18. The motion was approved by a vote of 2 in favor and 0 opposed. Randy abstained from the vote.

Gill Elementary Well: Ray reported the treatment equipment (sediment filter, water softener, and UV system) for the well was ordered on August 31st, and delivery is expected between 9/17 and 9/20. He is working with Lynde Well Drilling to arrange an installation date.

Gill 225th Anniversary: Plans are continuing for upcoming events, including a Harvest Picnic on the Town Common on September 23rd, a contra dance at the Gill Elementary School on October 12th, a presentation by the Jurassic Roadshow on October 13th, and a Community Skate at NMH on December 30th.

Municipal Electricity Aggregation: The Selectboard discussed the “Town of Gill Community Choice Power Supply Program Aggregation Plan” prepared for the Town by Colonial Power Group. The plan has been available for public comment since August 7th, and no written or telephone comments were received. One resident stopped at Town Hall to voice enthusiastic support for the concept of aggregation and pleasure with the possibility of being able to receive “greener” electricity. There was discussion about which power, “greener” vs. “brownier,” is the default for the Town’s plan, but that decision will be made at a later date. Randy made a motion, seconded by John, to approve the Aggregation Plan as written. The vote was unanimous in the affirmative.

Appointments: The Selectboard considered a request from Police Chief Redmond to appoint Daniel Miner as a mutual aid police officer for Gill. Officer Miner is a full-time officer with the Montague Police Department and has been assigned as the Gill-Montague Regional School District’s School Resource Officer. Randy made a motion, seconded by John, to appoint Miner as a mutual aid police officer with the appointment being coterminous with that of the Montague PD. During discussion it was pointed out the SRO will focus his time at the High School/Middle School, but will have some presence at the elementary schools, including Gill’s. John noted he is still opposed to having SROs, as it sends a message it is “normal” to have a cop in schools. The motion was approved by a vote of 2 in favor and 1 opposed.

John made a motion, seconded by Randy, to appoint Lynda Hodsdon Mayo as an alternate member of the Historical Commission through June 30, 2021. The vote was unanimous in the affirmative.

John made a motion, seconded by Randy, to appoint Brandon Ovitt as a Highway Department Mechanic/Operator for a 3-month period commencing with a to-be-determined start date, and contingent upon receipt of acceptable results from a pre-employment physical, drug screening, CORI check, and driving record check. It was explained that Ovitt has a CDL Class B license restricted to automatic transmission vehicles. The 3-month appointment will provide the opportunity to take the CDL road test with a standard transmission vehicle and remove the restriction. The vote was unanimous in the affirmative.

Recycling Dividend Program Grant: The Town will receive \$3,850 from this year’s Recycling Dividend Program administered by DEP. When added to the \$6,028 available from prior years’ awards, the total fund balance will be \$9,878. The Selectboard reviewed a list of the categories that earn points toward the grant award, noting the ones for which Gill does not receive points: organics, yard waste, mandatory recycling, comprehensive hauler regulation adopted, and outreach & education. Ray will follow up with Jan Ameen at the Solid Waste District to find out ways the Town could earn points in those categories.

Warrant: The Selectboard reviewed and signed the FY 2019 warrant #6.

The meeting adjourned at 6:55 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Signed copy on file. Approved on 09/17/2018

John Ward, Selectboard Clerk



m e m o r a n d u m

To: Select Board
From: Board of Assessors
Date: 8/23/2018
Re: Board of Assessors office space

At the last meeting of the Board of Assessors, there was a discussion related to the long standing issue of moisture and deterioration in the basement space where the present Board of Assessors office is located. The current membership has been trying to determine the cause of this and have explored various exterior remedies, but have recently found that, especially during this period of significant rain, something more needs to be done. Efforts to open the water flow toward the Common were successful, but there seems to be an issue beyond what has already been done.

The Board has been meeting in the first floor meeting space, due to the concerns for health issues related to poor air quality and mold. Especially in more recent weeks, the clerk must first vacuum up water before working at the computer due to the water that seeps in overnight. A de-humidifier is kept going daily to improve the heaviness of the air. There are some possible suggestions to ways that might make the situation better, related to moving the office. All are of the feeling that there needs to be something done as soon as possible. If not repairs, then another location for the office, whether in Town Hall or another Town building. Chair of the Board of Assessors, Bill Tomb would like to speak to the Select Board at their next meeting, to begin a conversation about some of the ideas shared at the last Assessors' meeting in hopes that a solution can be found soon.

Please inform Lynda of the time that might be set aside for this discussion at your next meeting and Bill Tomb will be present.

Thank you,

Gill Board of Assessors



TOWN OF GILL COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of Gill (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 1,400 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

TABLE OF CONTENTS

1.	The Process of Municipal Aggregation	1
2.	Gill’s Community Choice Power Supply Program	
2.1	Organizational Structure	2
2.2	Operational Levels	2-4
2.3	Operations	4
2.4	Staffing and Manpower.....	4-5
3.	Funding	5
4.	Activation and Termination	
4.1	Activation.....	5-9
4.2	Termination.....	9
5.	Methods for Entering and Terminating Agreements	10
6.	Rate Setting, Costs, and Billing	
6.1	Rate Setting.....	10-11
6.2	Costs.....	11
6.3	Billing	11-12
7.	Universal Access.....	13
8.	Equitable Treatment of Ratepayers.....	13-14
9.	Reliability.....	14
10.	Rights and Responsibilities of Participants	
10.1	Rights	14
10.2	Responsibilities	14
11.	Benefits of Municipal Aggregation	
11.1	Participation in Competitive Market.....	14-15
11.2	Selection of Alternate Supplier	15
11.3	Indemnification and Risk Associated with Competitive Market	15
11.4	Renewable Energy Certificates	15
11.5	Other Protections	15
12.	Requirements Concerning Aggregated Service	16

REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Board of Selectmen
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, roles of ethics, and certain public bidding and information requirements.

2 GILL'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Gill's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's Consultant, it must be submitted to the Board of Selectmen for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a three person Board of Selectmen. Daily operations are overseen by the Board of Selectmen. Town elections are held the third Monday in May.

The Board of Selectmen is composed of three members elected for three year terms. They meet every other Monday evening at 5:30 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in Massachusetts General Laws and the Town's By-Laws. The operational role of the Town and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are four operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly WMECo). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Consultant

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.4 Level Four: Competitive Suppliers

Competitive Suppliers contract with the Town through the Board of Selectmen. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Board of Selectmen. The complete set of Competitive Supplier

responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Board of Selectmen, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports,

as directed, and routine updates and attendance at meetings with the Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

3 FUNDING

Initial funding for the Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen
- c) Signing of ESA by Board of Selectmen
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

4.1.2 Acceptance of ESAs by Board of Selectmen

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Board of Selectmen. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Board of Selectmen

With the signing of the contract by the Board of Selectmen, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town’s contract compared to the price and terms of Eversource’s Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town’s Competitive Supplier until the Competitive Supplier submits an “enroll customer” transaction. Prior to such “enroll customer” transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from Eversource, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource
Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of receipt
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier

Day 33	Competitive Supplier completes EDI testing with Eversource
Day 54	Competitive Supplier removes opt-outs from eligible list
Day 54	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 36 days after mailing the opt-out notice and two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the Town, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1024F, as amended or superseded from time to time.

4.1.5 Notification of Eversource

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource’s Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read date. Pursuant to Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1024F, participating residential consumers will be transferred to Eversource’s Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer’s next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer’s next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to Eversource no fewer than two business days prior to the meter read date. There

shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1024F, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's By-Laws, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Board of Selectmen is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The Town will notify Eversource of the planned termination or extension of the Program. In particular, the Town will provide Eversource notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge,

and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

If there is a change in law that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the Town will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the Town will notify participating consumers of the change in price by issuing a press release and posting a notice in Town Hall and on the Program's website.

6.2 COSTS

The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 600 kWh shows the following charges for Eversource's Basic Service in July 2018:

For Customer With Monthly Usage of 600 kWh

	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Distribution Charges:		
Customer Charge		\$ 7.00
Distribution Energy Charge	\$0.04372	\$ 26.23
Transition Charge	(\$0.00171)	(\$ 1.03)
Transmission Charge	\$0.02797	\$ 16.78
Residential Assistance Adjustment Clause	\$0.01323	\$ 7.94
Pension/PBOP Adjustment Mechanism (PPAM)	\$0.00143	\$ 0.86
Basic Service Cost Adjustment Factor	\$0.00027	\$ 0.16
Net Metering Recovery Surcharge (NMRS)	\$0.00575	\$ 3.45
Solar Program Cost Adjustment (SPCA)	(\$0.00016)	(\$ 0.10)
System Benefits Charge	\$0.00250	\$ 1.50
Energy Efficiency Program Charge	\$0.01590	\$ 9.54
Renewable Energy Charge	\$0.00050	\$ 0.30
Attorney General Consultant Expenses (AGCE)	\$0.00004	\$ 0.02
Storm Recovery Reserve Cost Adjustment (SRRCA)	\$0.00307	\$ 1.84
Revenue Decoupling Mechanism (RDM)	\$0.00075	\$ 0.45
Long-Term Renewable Contract Adjustment (LRCA)	\$0.00331	\$ 1.99
Total Delivery Services		\$ 76.94
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	\$0.10003	\$ 60.02
Total Supplier Services		\$ 60.02
Average Bill Total		\$ 136.96

Sources:

<https://www.eversource.com/content/wma/residential/my-account/billing-payments/about-your-bill/rates-tariffs/basic-service-western-ma>
<https://www.eversource.com/content/docs/default-source/rates-tariffs/2.pdf>

Accessed: June 1, 2018

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices,

terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource’s regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town’s Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Board of Selectmen.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 RENEWABLE ENERGY CERTIFICATES

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for an optional product. The Town will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

11.5 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.

Gill Police Department

Christopher J. Redmond
Chief of Police
196B Main Rd
Gill MA 01354

Emergency 911
Fax (413) 863-0157
Station (413) 863-9398
Email chief@gillmass.org
www.facebook.com/GillPolice

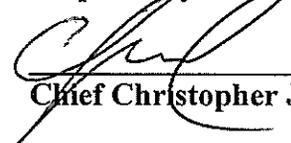
August 29, 2018

Dear Honorable Selectboard;

Please appoint Daniel Miner as a police officer for the Gill Police Department. Mr. Miner is currently a full time officer with the Montague Police Department and has been assigned as the Gill-Montague Regional School District's School Resource Officer. His appointment will be as a mutual-aid officer with his appointment being coterminous with that of the Montague Police Department.

Thank you for your attention to this matter. If you have any questions please let me know.

Respectfully Submitted;



Chief Christopher J. Redmond

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)
AND THE Town of Gill (“Municipality”)**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”). The Municipality has earned a payment of \$3,850.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2018 Grant Guidance* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and it rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract. **Proof of annual buy recycled policy staff notification is required for all SMRP grant applications.**

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and the *2018 Grant Guidance* describe in detail the conditions for earning points.

Trash HH Served	Value of Each Point	Minimum Payment	Maximum Payment
1 - 1,999	\$350	\$2,800	\$8,400
2,000 - 4,999	\$600	\$4,800	\$14,400
5,000 - 7,499	\$1,100	\$8,800	\$26,400
7,500 - 9,499	\$1,300	\$10,400	\$31,200
9,500 - 12,499	\$1,800	\$14,400	\$43,200
12,500 - 16,999	\$3,000	\$24,000	\$72,000
17,000 - 24,999	\$3,500	\$28,000	\$84,000
25,000 - 31,999	\$4,000	\$32,000	\$96,000
32,000 - 99,999	\$6,500	\$52,000	\$156,000
100,000 +	\$10,000	\$80,000	\$240,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 13, 2018 and that these programs fully meet the performance standard set forth in the *2018 Grant Guidance*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality’s payment was calculated.
8. **Use of Funds:** RDP Payments shall be expended on Approved Equipment and Activities listed in the *2018 Grant Guidance* to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project. However, MassDEP may delay future payments if municipality is not expending funds as intended.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. **Reporting:** By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or

any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:

(Value of each point) x (Total RDP Points)

a. Solid Waste Program	4
b. Organics	0
c. Bulky Items	2
d. Yard Waste	0
e. Mandatory Recycling	0
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	2
h. Comprehensive Hauler Regulation Adopted	0
i. Outreach and Education	0
j. Textile	1
TOTAL RDP POINTS	11

VALUE OF EACH POINT	\$350
RDP PAYMENT AMOUNT	\$3,850

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Division Director
Bureau of Air and Waste
Department of Environmental Protection

Town of Gill
 VC6000191798

By: RP Administrative Assistant 8/29/18
 (Signature and Title) (Date)
RAY PURLINGTON
 (Print Name)